

COPY

ORIGINAL

RECEIVED
100 JUN 5 AM 11 16
EXECUTIVE SECRETARY

**INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT
FOR CELLULAR AND OTHER 2-WAY MOBILE RADIO SERVICES**

Between

**Citizens Telecommunications Company
of Tennessee LLC**

and

Tritel Communications Inc.

Dated: March 27, 2000

POSTED
6-5-00

**INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT
CELLULAR AND OTHER 2-WAY MOBILE RADIO SERVICES**

TABLE OF CONTENTS

<u>Page</u>		
SECTION 1.	DEFINITIONS	1
SECTION 2.	INTERCONNECTION	3
SECTION 3.	USE OF FACILITIES AND SERVICES	3
SECTION 4.	CHARGES FOR FACILITIES AND ARRANGEMENTS	5
SECTION 5.	ALLOWANCE FOR INTERRUPTIONS	6
SECTION 6.	AUDIT	6
SECTION 7.	TERM AND TERMINATION OF AGREEMENT	6
SECTION 8.	CONFIDENTIALITY AND PUBLICITY	7
SECTION 9.	LIABILITY AND INDEMNITY	8
SECTION 10.	PATENTS	10
SECTION 11.	YEAR 2000 COMPLIANCE	ERROR! BOOKMARK NOT DEFINED.
SECTION 12.	DISCLAIMER OF WARRANTIES	9
SECTION 13.	RECORD RETENTION	10
SECTION 14.	AMENDMENTS; WAIVERS	10
SECTION 15.	NOTICES AND DEMANDS	10
SECTION 16.	ASSIGNMENT	11
SECTION 17.	ESCALATION DISPUTE RESOLUTION AND MEDIATION	12
SECTION 18.	ENTIRE AGREEMENT	12
SECTION 19.	GOVERNING LAW	12
SECTION 20.	EXECUTED IN COUNTERPARTS	12
SECTION 21.	HEADINGS	12
SECTION 22.	FORCE MAJEURE	13
SECTION 23.	REGULATORY APPROVALS	13
SECTION 24.	SEVERABILITY	15

ATTACHMENT 1 - CONTACT LIST

SERVICE ATTACHMENTS

**INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT
CELLULAR AND OTHER 2-WAY MOBILE RADIO SERVICES**

THIS AGREEMENT is made by and between Citizens Telecommunications Company of Tennessee LLC a Delaware corporation, with offices at 3 High Ridge Park, Stamford, CT 06905 (referred to as "Citizens"), and Tritel Communications, Inc. a Delaware corporation with offices at 111 East Capitol Street, Suite 500, Jackson, MS 39201 (referred to as the "Wireless Carrier" or "Carrier"). Carrier and Citizens may also be referred to herein collectively as the "Parties" and singularly as a "Party".

WITNESSETH:

Citizens is an authorized telecommunications corporation engaged in providing 2-way telecommunications service in the state identified in the Attachment(s); and

Carrier is an authorized common carrier by radio engaged in providing mobile radio telecommunications service in the state identified in the Attachment(s); and

Citizens and Carrier desire to interconnect their facilities and interchange traffic for the provision of through communications service;

In consideration of their mutual agreements, Citizens and Carrier agree as follows:

SECTION 1. DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

ACCESS TANDEM—Citizens' switching system that provides a traffic concentration and distribution function for traffic originating from or terminating to end offices in the access area.

AUTOMATIC NUMBER IDENTIFICATION ("ANI") -- The automatic identification of the calling station.

AUTHORIZED SERVICES—Those mobile radio services which the Carrier may now or hereafter lawfully provide on an interconnected basis.

CARRIER'S PREMISES—A location designated by the Carrier and recognized by Citizens for the purposes of originating or terminating services provided by Citizens.

CARRIER'S SYSTEM—The communications system of Carrier used to furnish public mobile services.

CENTRAL OFFICE PREFIX (NXX Code) -- The first three digits of the seven digit directory number and associated block of 10,000 numbers for use in accordance with the North American Dialing Plan.

CITIZENS' SYSTEM—The communications network of Citizens.

CONNECTING FACILITY—A means for providing access between Citizens' end office or tandem and the Carrier's Point Of Connection (POC).

DEDICATED NXX—An NXX which the Carrier has obtained from the number administrator for dedication to its exclusive use and sole administration.

END OFFICE—The Citizens central office trunking/switching entity where telephone loops are terminated for purposes of interconnection to each other and to the network.

JURISDICTIONAL PERCENTAGES—Factors that define the reciprocal compensation obligations of Citizens and Carrier. Those factors are as follows:

Percentage Local Usage - Originating Direction ("PLU-Originating") is the amount of traffic within the Local Calling Scope in the Originating Direction (land-to-mobile).

Percentage Local Usage-Terminating Direction ("PLU-Terminating") is the amount of traffic within the Local Calling Scope in the Terminating Direction (mobile-to-land).

LOCAL CALLING AREA -- (1) The applicable Major Trading Area ("MTA") will be used to define the local calling area for all telecommunications traffic originated on the system of Carrier and interchanged with Citizens for delivery in Citizens' exchange areas in the same MTA. (2) Citizens' local calling areas, as defined by state regulatory authorities, will be used to define the local calling area for all telecommunications traffic originated on the system of Citizens and interchanged with Carrier. These definitions of "local calling area" will not be deemed to affect the right of either Party to bill its own end-users its own charges for any such call, nor its right to reciprocal compensation, as defined in Section 51.701 of the FCC's Rules.

MAJOR TRADING AREA—The Major Trading Area ("MTA") is defined as the local calling scope for interconnection and is based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd Edition, at pages 38-39, with the exceptions contains in Section 24.202(a) of the Rules of the Federal Communications Commission.

MOBILE SWITCHING OFFICE (MSO) -- The Mobile Switching Office used by Carrier in performing originating and terminating functions for calls interchanged between Carrier's customer and the Public Switched Network.

ORIGINATING DIRECTION—Calls from landline customers to Carrier's premises. Also referred to as land-to-mobile.

POINT OF INTERCONNECTION (POI)— Point of Interconnection means the physical location(s) at which the Parties' networks meet for the purpose of establishing interconnection.

SELECTIVE CLASS OF CALL SCREENING (SCCS) -- A service which restricts operator assisted (0-, 0 +) mobile-to-land calls via Type 1 interconnections to being charged on a credit card or collect basis.

SERVICE AREA—Service Area is defined as the geographic area in which Carrier is authorized by the FCC to provide services.

SERVING END OFFICE—The location from which the Carrier designated premise would normally obtain dial tone from Citizens.

TERMINATING DIRECTION—Calls from Carrier's premises to landline customers. Also referred to as mobile-to-land.

TOLL BILLING EXCEPTION (TBE) -- A service which restricts operator assisted (0-, 0+) land-to-mobile calls from being sent on a collect (charged to mobile line) basis.

TYPE 1 INTERCONNECTION—The connection between Carrier's system and a Citizens end office. Type 1 interconnections provide the same access that is available to Citizens end-users, e.g., access to Citizens' directory assistance, operator services, 911/E-911, intra- and interLATA calling, Service Area Codes (e.g., 800, 900), interexchange carrier codes (e.g., 950, 10XXX), and international calling.

TYPE 2A INTERCONNECTION—The connection between Carrier's System and a Citizens access tandem switch. Type 2A interconnection provides connectivity to all Citizens' end offices subtending the tandem.

TYPE 2B INTERCONNECTION—A high-usage connection between Carrier's system and a Citizens' end office subtending a Citizens' tandem.

WIRELESS CARRIER (Carrier) -- Telecommunications common carrier authorized by the Federal Communications Commission (FCC) under FCC rules Part 22 (47 CFR Part 22), Part 24 (47 CFR Part 24), and Part 90 (47 CFR Part 90) which utilizes radio as the principal means of connecting its end-user subscribers with the Public Switched Telephone Network.

SECTION 2. INTERCONNECTION

2.1 Subject to the applicable interconnection rules and regulations, Citizens will provide to Carrier, upon request, those facilities and arrangements described herein and in the Attachments hereto which are necessary to establish the physical interconnection and interchange of traffic provided for herein and other facilities Carrier may require for operation of its system.

2.2 All interchanged traffic will be handled only over interconnecting facilities as described herein. The type of interconnections offered under this Agreement are designated as Type 1, Type 2A, and Type 2B, as defined in Section 1.

2.3 Carrier may request activation/addition of new locations under the terms and conditions of this Agreement at any time within the contracted period by submitting a Request for Interconnection to Citizens' Interconnection organization—Citizens will complete and provide to Carrier the applicable specifications and usage charges on a Service Attachment for each new interconnection location requested. The Service Attachment will be signed by Citizens' authorized representative and Carrier's authorized representative, affixed to this Agreement, and thereby being made a wholly part and subject to this Agreement. To the extent that any of the Service Attachments may be inconsistent with or in conflict with this Agreement, the Service Attachments will prevail.

2.4 Carrier agrees to order the appropriate services and facilities required to provision the desired interconnections by following Citizens standard ordering requirements. When submitting orders to Citizens, Carrier will provide the Contract Number contained on the Service Attachment for the given location.

2.5 The terms and conditions of this Agreement will prevail over any other terms and conditions contained on Carrier's purchase order for services provided under this Agreement.

2.6 At Carrier's request, Citizens and Carrier will physically interconnect their facilities at Citizens' office or another mutually agreed to POC, and interchange traffic originating and/or terminating on Carrier's System in connection with Carrier's Authorized Services; such interconnection will be in accordance with the service, operating and facility arrangements set forth hereinafter.

SECTION 3. USE OF FACILITIES AND SERVICES

3.1 The interconnecting facilities will be used only for the handling of interchanged traffic originating or terminating on Carrier's System in connection with Carrier's Authorized Services. Such facilities may, however, be used occasionally or incidentally for incoming calls concerning administrative matters related to Carrier's Authorized Services. This Agreement is applicable only to Citizens' serving areas, within Carrier's MTA. Citizens will work with other LECs to provide joint arrangements at a later date, but Citizens will not be responsible for interconnections or contracts relating to Carriers interconnection with any other LEC.

3.2 Connecting circuits, facilities and arrangements provided pursuant to this Agreement will not be used, switched or otherwise connected together by Carrier for the provision of through calling from a landline telephone to another landline telephone. The only exception is when Carrier's end-user "call forwards" to a landline telephone.

3.3 Connecting circuits, facilities and arrangements provided to Carrier by Citizens will not be used knowingly for any purpose or in any manner, directly or indirectly, in violation of law or in aid of any unlawful act or undertaking.

3.4 When needed and upon request by Carrier, special construction will be undertaken in accordance with the applicable Citizens' tariff or as mutually negotiated by the Parties.

3.5 When Carrier orders a Dedicated NXX as part of a Type 1 interconnection, other than the exclusive use of a prefix, Carrier will be provided telephone numbers in initial and incremental blocks of one hundred (100) numbers each. In order to reserve specific numbers, Carrier will furnish to Citizens its number requirements for planning purposes. Within the number blocks assigned, the assignment and use of such numbers by Carrier for its subscribers for its Authorized Services will be the responsibility of Carrier subject to coordination with Citizens for efficient operation with Citizens' facilities and Citizens may, at its option prior to assignment, recall the numbers. Reserved number blocks will be reserved for a maximum of six (6) months from the request, and will be returned to general availability at such time. Carrier will provide periodic forecasts of number and facility requirements upon request by Citizens (maximum of two (2) times per year). The forecast will be updated annually or as mutually agreed.

3.6 The Party assigned an NXX code will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard telephone industry practices.

3.7 Citizens and Carrier each may make reasonable tests and inspections of its facilities and may, upon notice and coordination with the other, temporarily interrupt the facilities being tested or inspected, so long as impairment or restriction of the operation of facilities is minimized. When cooperative testing is requested by either Party, such testing will be done in accordance with this Section 3.

3.8 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement will not interfere with or impair service over any facilities of either Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, invade the privacy of any communications carried over either Party's facilities or create hazards to the employees of any of them or to the public.

3.9 If such characteristics or methods of operation are not in accordance with 3.8, preceding, the affected Party will, unless an emergency occurs, notify the defaulting Party that temporary discontinuance of the use of any circuit, facility or equipment may be required. If such an emergency occurs, the affected Party may temporarily discontinue the use of a circuit, facility or equipment. In case of such temporary discontinuance, the defaulting Party will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance allowance for interruption of service as set forth in Section 5, is not applicable.

3.10 The physical connection of facilities and interchange of traffic hereunder may be temporarily discontinued by either Party upon thirty (30) calendar days' notice to the other for repeated or willful violation of or a refusal to comply with this Section 3 or Section 2.2.

3.11 Carrier will be solely responsible, at its expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of Citizens, minimum network protection criteria, operating or maintenance characteristics of the facilities.

3.12 Mobile customers of Carrier will be instructed to report all cases of trouble to Carrier. In order to facilitate trouble reporting and to coordinate the repair of service provided to Carrier by Citizens under this Agreement, Citizens will designate a Trouble Reporting Control Office (TRCO) for use by Carrier.

3.12.1 Where new facilities, services and arrangements are installed, the TRCO will ensure that continuity has been established and that appropriate transmission measurements have been made before advising Carrier that the new circuit is ready for service.

3.12.2 Citizens will furnish a trouble reporting telephone number for the designated TRCO. See Attachment 1. This number will give Carrier access to the location where its facility records are normally

located and where current status reports on any trouble reports are readily available. Alternative out-of-hours procedures will be established to ensure access by Carrier to a location which is staffed and has the authority to initiate corrective action.

3.12.3 Before Carrier reports a trouble condition, it will use its best efforts to isolate the trouble to Citizens' facilities.

3.12.4 In cases where a trouble condition affects a significant portion of Carrier's service, Citizens will give Carrier the same priority extended to other telephone companies.

3.12.5 Citizens and Carrier will cooperate in isolating the trouble.

SECTION 4. CHARGES FOR FACILITIES AND ARRANGEMENTS

4.1 Each Party's charges for facilities and arrangements provided to the other Party pursuant to this Agreement are set forth in the Service Attachments. All monthly facility charges shall be billed in advance, except for those charges due for the initial month or a portion of the initial month during which new items are provided. Where Carrier interconnects with Citizens by purchasing facilities from Citizens and these facilities are used for two-way traffic, the applicable recurring charges (if any) will be reduced by a percentage equal to the percentage of traffic on such facilities that originates on Citizens network and terminates on Carrier's network. The apportionment percentage will be revised every six (6) months based on the previous six (6) months actual usage.

4.2 Each Party agrees to pay the other Party all charges specified on the Service Attachments within thirty (30) calendar days of the bill date as printed on the face of the bill. If the entire amount billed (excluding any amount disputed by a Party) is not received by the other Party in immediately available funds within thirty (30) calendar days of the bill date (as printed on the face of the bill), a late payment charge will be applied to the unpaid balance. The charge is applied to a total unpaid amount carried forward and is included in the total amount due on the bill. The rate for the late payment charge will be the same as found in Citizens FCC #1 tariff.

4.3 Each Party will charge and collect from the other Party appropriate federal, state and local taxes. Where a Party notifies the other Party and provides appropriate documentation that such Party qualifies for partial or full exemption, then the billing Party will not collect such taxes from the other Party.

4.4 Citizens and Carrier will prepare a Service Attachment for each interconnection location. If either Party identifies a location for which interconnection of service is in existence and for which there is no Service Attachment in existence, such Party will notify the other Party and the Parties will execute the appropriate Service Attachment. In such event, each Party may back bill for usage at actual or assumed usage for up to twenty-four (24) months.

4.5 In the absence of an agreement between Carrier, Citizens and other local exchange carriers in the MTA in which Carrier's System is located, Citizens has no obligation to deliver calls in the Terminating Direction to points in the MTA in which Carrier's System is located that are beyond Citizens' exchange areas, at rates set forth in the Service Attachment(s) to this Agreement.

4.6 Billing by either Party for calls to be terminated on its own network will begin at trunk seizure and will end at time of call disconnect.

4.7 Minutes of use, or fractions thereof, are accumulated over the billing period. Fractions of minutes are rounded up monthly to the nearest whole minute for total minutes for each end office for billing purposes.

4.8 When measurement capabilities are not available in a Citizens' end office or access tandem due to equipment failures, Citizens and Carrier agree to develop an alternate method of determining usage in lieu of actual usage. These minutes will be billed in accordance with the terms and conditions of this Agreement.

4.9 For the purpose of this Agreement, the Parties agree to utilize industry standard FGD signaling as described in Citizens FCC #1 tariff, Section 6. Each Party will provide the other Party with all electronic signaling data necessary to bill terminating traffic, including but not limited to ANI.

4.10 Citizens and Carrier will measure and charge the other Party at reciprocal rates. (FCC rules.)

SECTION 5. ALLOWANCE FOR INTERRUPTIONS

5.1 When use of the facilities furnished by either Party to the other Party in accordance with this Agreement is interrupted due to trouble in such facilities and such interruption is not caused by the interrupted Party, any contractor or supplier of the interrupted Party or its customer, the interrupted Party will, upon request, be allowed a credit as follows:

5.2 The amount of credit to Carrier will be an amount equal to the prorata monthly charge for the period during which the facility affected by the interruption is out of service.

5.3 Claims for reimbursement will be made in writing within sixty (60) calendar days of the occurrence. All credit for interruption will begin from the time of actual notice by the interrupted Party to the other Party, in accordance with Section 15 following, that an interruption of use has occurred. No credit will be allowed for an amount of less than five dollars (\$5).

5.4 A credit will not be applicable for any period during which the interrupted Party fails to afford access to the facilities furnished by the other Party for the purpose of investigating and clearing troubles.

SECTION 6. AUDIT

Either Party may, upon written notice to the other Party, conduct an audit, during normal business hours, only on the source data/documents as may contain information bearing upon the services being provided under the terms and conditions of this Agreement. An audit may be conducted no more frequently than once per 12 month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted expeditiously. Any audit is to be performed as follows: (i) following at least 45 days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations.

SECTION 7. TERM AND TERMINATION OF AGREEMENT

7.1 This Agreement will become effective upon the first business day following the date this Agreement has been approved by the applicable regulatory authority or authorities and will continue for a period of one (1) year unless terminated earlier under the conditions set forth in this Section. This Agreement will be automatically renewed for successive periods of one (1) year after the initial term unless either Party provides the other Party with no less than ninety (90) day's prior notification of its intent to terminate or desire to renegotiate at the end of the initial or any successive period. During any such renegotiation, the terms and conditions of this Agreement will remain in effect until resolution. Such notice will be provided in writing to the other Party.

7.2 The date when the facilities and arrangements furnished under this Agreement will be placed into service will be mutually agreed upon by the Parties, subject to applicable state regulatory approvals. If service is not established by such date, or in the event Carrier ceases to engage in the business of providing public land mobile radio service, either Party may terminate this Agreement on thirty (30) calendar days notice subject, however, to payment for facilities or arrangements provided or for costs incurred. Citizens will consult with Carrier prior to termination by Citizens.

7.3 This Agreement will immediately terminate upon the suspension, revocation or termination by other means of either Party's authority to provide communications services over its System.

7.4 This Agreement may be terminated at any time by either Party upon not less than thirty (30) calendar days notice to the other Party as set forth in Section 15 following, for repeated and willful violation of or refusal to comply with the provisions of this Agreement or failure to pay the other Party on the dates or at the times specified for the facilities and services furnished pursuant to this Agreement.

7.5 If a dispute arises between the Parties as to the proper charges for the facilities or arrangements furnished, or any other financial arrangements, the failure to pay an amount in dispute will not constitute cause for termination of this Agreement provided that a bond or escrow account (or other security arrangement acceptable to both Parties) is made for the security of the amount in dispute. The presence of such dispute will not be deemed cause for Citizens to refuse to furnish additional facilities or arrangements upon reasonable request of Carrier or otherwise relieve the Parties of their obligation to fully comply with the provisions hereof as to which no dispute exists provided financial security for payment of the amount in dispute has been made as stated above.

7.6 Notwithstanding any other provisions of this Agreement, this Agreement may be terminated at any time as mutually agreed by the Parties.

SECTION 8. CONFIDENTIALITY AND PUBLICITY

8.1 All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms of this Section 8.

8.2 As used in this Agreement, the term "Proprietary Information" will mean written, recorded, machine readable or other information provided in tangible form to one Party by the other Party regarding the above referenced subject matter and which is marked proprietary or confidential with the appropriate owner corporation name, e.g., "Citizens Proprietary". Information disclosed orally will not be considered proprietary unless such information is reduced to writing by the disclosing Party and a copy is delivered to the other Party within thirty (30) business days after such oral disclosure. The writing will also state the place, date and person(s) to whom disclosure was made.

8.3 Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of three (3) years from the date of disclosure unless the Parties agree to modify this Agreement to provide for a different nondisclosure period for specific materials. Neither Party will be liable for inadvertent or accidental disclosure of Proprietary Information of the other Party provided that:

each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;

it limits access to such Proprietary Information to its employees and agents who are directly involved in the consideration of the Proprietary Information and informs its employees and agents who have access to such Proprietary Information of its duty not to disclose; and

upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure.

8.4 Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:

is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or

was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure; or

was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party; or

is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or
is approved for release by written authorization of the disclosing Party; or

is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law; or

is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights.

8.5 Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one is not responsible or liable for any business decisions made by the other in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further agreement or negotiation with the other.

8.6 Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright or trademark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party.

8.7 All publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent.

8.8 Unless otherwise agreed upon, neither Party will publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity matter relating directly or indirectly to this Agreement.

8.9 The Parties acknowledge that this Agreement contains commercially confidential information that may be considered proprietary by either or both Parties, and agree to limit distribution of this Agreement to those individuals in their respective companies with a need to know the contents of this Agreement. The Parties further agree to seek commercial confidential status for this Agreement with any regulatory commission with which this Agreement must be filed or otherwise provided, to the extent such a designation can be secured.

SECTION 9. LIABILITY AND INDEMNITY

9.1 Neither Party will be liable for any act or omission of the other Party in the furnishing of that Party's service to its customers.

9.2 To the extent not prohibited by law or tariff and except as otherwise provided, each Party will indemnify and hold harmless the other Party from any loss, cost, claim, injury or liability brought by a person not a Party or an affiliate under this Agreement which is proximately caused by the negligent acts or omissions or willful misconduct of the indemnifying Party or its employees, agents or contractors in connection with the performance of this Agreement. Such indemnity only extends to the percentage of negligence attributable to the indemnifying Party.

9.3 To the extent not prohibited by law or tariff, Citizens will reimburse Carrier for damages to premises or equipment of Carrier resulting from the installation or removal of facilities, services or arrangements by Citizens and/or its agents on such premises if predominately caused by the sole or contributory negligence or willful misconduct of Citizens.

9.4 Carrier will reimburse Citizens for damages to facilities of Citizens provided under this Agreement if caused by the negligence or willful act of Carrier or due to malfunction of any facilities or equipment provided to Carrier by an entity, other than Citizens. Citizens will cooperate with Carrier in prosecuting a claim against the person causing such damage and Carrier will be subrogated to Citizens' right to recover for the damages to the extent of such payment.

9.5 Each Party will reimburse the other Party for any loss through theft of facilities provided under this Agreement on such Party's premises, unless such loss is due to the other Party's sole negligence.

9.6 The Parties will cooperate with each other in the defense of any suit, claim or demand by third persons against either or both of them arising out of the connection arrangements and interchange of traffic including, without limitation, Workers Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications.

9.7 Neither Party will be required to reimburse the other for any claim or loss pursuant to this Section 9 arising out of a single incident, where the amount in controversy is less than one hundred dollars (\$100).

SECTION 10. PATENTS

10.1 Citizens and Carrier will each defend, indemnify, hold harmless the other Party and/or acquire any license or right for the benefit of the other Party, arising from any claim, demand or proceeding (hereinafter "Claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Citizens or Carrier under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party. Each Party's indemnification obligation will be to the extent of infringement by the indemnifying Party.

10.2 Nothing in this Agreement will be construed as the grant of a license by, or the creation of an estoppel against, Citizens, either express or implied, with respect to any patent, copyright, trademark, trade secret or any other proprietary or intellectual property right now or hereafter owned, controlled or licensable by Citizens, except to the extent necessary for Carrier to use any facilities or equipment (including software) or to receive any service provided by Citizens under this Agreement.

SECTION 12. DISCLAIMER OF WARRANTIES

12.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT CITIZENS HAS NOT MADE, AND THAT THERE EXISTS, NO WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY CARRIER OF FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED BY CITIZENS UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

12.2 CITIZENS WILL PROVIDE INTERCONNECTION TO CARRIER IN A QUALITY AND DILIGENT MANNER CONSISTENT WITH SERVICE CITIZENS PROVIDES TO ITS CUSTOMERS AND OTHER INTERCONNECTORS, IN ACCORDANCE WITH APPLICABLE TECHNICAL STANDARDS FOR INTERCONNECTION SERVICES ESTABLISHED IN THE TELECOMMUNICATIONS INDUSTRY. CITIZENS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO TRANSMISSION, EQUIPMENT OR SERVICE PROVIDED HEREUNDER, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

12.3 It is the express intent of the Parties that each Party be solely responsible for all claims of its end-users, including, without limitation, any credits or adjustments that may be issued or required to be issued to its end-users, except to the extent such claims are found to be caused by the other Party's gross negligence or willful misconduct.

12.4 Except for allowance of interruptions as set forth in Section 5, in no event will either Party be liable to the other Party for incidental, special, or consequential damages, loss of goodwill, anticipated profit, or other claims for indirect or special damages in any manner related to this Agreement or the service's even if such Party was advised of the possibility of such damages, and whether or not such damages were foreseeable or not at the time this Agreement was executed.

SECTION 13. RECORD RETENTION

13.1 All data associated with the provision and receipt of Service(s) pursuant to this Agreement will be maintained for the greater of:

the retention time required by law for maintaining Federal, State, and Local tax information;

the retention time required by law or regulation in order to substantiate or reconstruct an End-User invoice; and

the retention time currently used by Citizens for its billing information or Carrier for its own billing information, in compliance with legal or regulatory requirements; or

the retention time as agreed to by both Parties in writing.

13.2 Either Party will, upon reasonable request, furnish copies or otherwise make available to the other Party its licenses and other federal and, if applicable, state regulatory authorizations.

SECTION 14. AMENDMENTS; WAIVERS

14.1 This Agreement may be amended by written agreement signed by authorized representatives of both Parties.

14.2 No waiver of any provisions of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by or on behalf of the Party against whom such waiver or consent is claimed.

14.3 No course of dealing or failure of either Party to strictly enforce any term or condition of this Agreement in any one or more instances will be construed as a waiver or relinquishment of any such terms, covenants and conditions, but the same will be and will remain in full force and effect.

SECTION 15. NOTICES AND DEMANDS

15.1 All notices, demands or requests which may be given by any Party to the other Party under this Agreement (other than Trouble reports and Notice of Interruption pursuant to Sections 3 and 5) are to be in writing and will be deemed to have been duly delivered on the date delivered in person or sent via telex, telefax or cable, or three (3) business days after the date deposited, postage prepaid, in the United States Mail via certified mail return receipt requested, or the day after delivery to an overnight courier and addressed as follows:

For Carrier:
Tritel Communications Inc.
Attention: Roland Patterson
Vice President Network Systems
111 East Capitol Street
Suite 500
Jackson, MS 39201
Tel: (601) 914-8008
Fax: (601) 914-8272

and to Citizens, addressed as follows:
Citizens Communications
Attn: Interconnection Manager
Interconnection Services Dept.
5600 Headquarters Dr.
P.O. Box 251209
Plano, TX 75025-1209
Tel: (469) 365-3455
Fax: (469) 365-4815

cc: Tritel Communications Inc.
James H. Neeld, IV
Senior Vice President - General Counsel
and Secretary
111 E. Capitol Street, Suite 500
Jackson, Mississippi 39201
Tel: 601.914.8007
Fax: 601.914.8285

cc: Citizens Communication
Richard Tettlebaum
1400 16th St., N. W., Suite 500
Washington, DC 20036
Tel: (202) 332-5922
Fax: (202) 483-9277

Any Invoices should be sent to:
Citizens Communications
Attn: Supervisor – Access Validation, A1 016
5600 Headquarters Dr., P.O. Box 251209
Plano, TX 75025-1209
Tel: (469) 365-3921
Fax: (469) 365-4247

15.2 If personal delivery is selected as the method of giving notice under this Section, a receipt of such delivery will be obtained.

15.3 The address to which such notices, demands, requests, elections or other communications may be given by either Party may be changed by written notice given by such Party to other Party pursuant to this Section.

SECTION 16. ASSIGNMENT

Any assignment by either Party of any right, obligation or duty, in whole or in part, or of any other interest, without the written consent of the other Party will be void, except either Party may assign all or part of its rights and obligations to any legal entity which is a subsidiary or affiliate of that Party without consent, but with written notification. Such written consent will not be unreasonably withheld or delayed. All obligations and duties of any Party under this Agreement will be binding on all successors in interest and assigns of such Party and will not waive any right or remedy available under law or regulation, including the right of set-off.

SECTION 17. ESCALATION DISPUTE RESOLUTION AND MEDIATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be resolved by both Parties according to the procedures set forth below.

17.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

17.2 At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations will be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which will not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

17.3 If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute will be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery will be controlled by the arbitrator. The arbitration hearing will be commenced within sixty (60) days of the demand for arbitration. The arbitration will be held in Nashville, TN as mutually agreed to by the Parties. The arbitrator will control the scheduling so as to process the matter expeditiously. The arbitrator will rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this Section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

17.4 Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator.

SECTION 18. ENTIRE AGREEMENT

This Agreement, including the Attachments hereto, constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

SECTION 19. GOVERNING LAW

This Agreement will be deemed to be a contract made under and will be construed, interpreted and enforced in accordance with the laws of the State where the interconnection resides and will be subject to the exclusive jurisdiction of the courts in that state.

SECTION 20. EXECUTED IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which is to be an original, but such counterparts will together constitute but one and the same document.

SECTION 21. HEADINGS

The headings and numbering of Sections and paragraphs in this Agreement are for convenience only and will not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

SECTION 22. FORCE MAJEURE

Neither Party will be held liable for any delay or failure in performance of any part of this Agreement from any cause reasonably beyond its control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, government regulations or orders, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, labor difficulties or strikes, power blackouts, unusually severe weather conditions, inability to secure products or services or other persons or transportation facilities, or acts or omissions of transportation common carriers (collectively referred to as "Force Majeure" conditions).

SECTION 23. REGULATORY APPROVALS

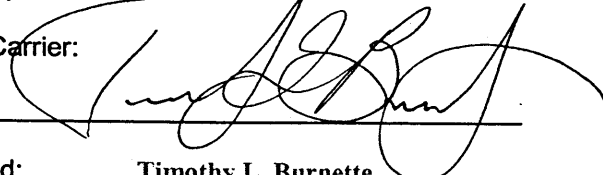
23.1 Although this Agreement may be executed by both Parties, to the extent that any state statute, order, rule or regulation or any state regulatory agency having competent jurisdiction over one or both Parties to this Agreement will require that this Agreement be approved by such regulatory agency before this Agreement may be effective, this Agreement will not be effective in such state notwithstanding the Parties' signature until the first business day after such approval has been obtained.


23.2 Each Party agrees to cooperate with each other and with any regulatory agency so that any approval necessary to provide the Service(s) under this Agreement is obtained. During the term of this Agreement, each Party agrees to continue to cooperate with each other and with any regulatory agency so that the benefits of this Agreement may be achieved.

SECTION 24. SEVERABILITY

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

The Parties thereto have caused this Interconnection and Traffic Interchange Agreement for Cellular and Other 2-Way Mobile Radio Services to be executed in their behalf on the dates set forth below:

For Carrier:
By: 
Typed: Timothy L. Burnette
Title: SVP Engineering/Tech Ops
Date: 5-17-2000

For Citizens:
By: 
Typed: F. Wayne Lafferty
Title: VP, Regulatory & Government Affairs
Date: 5/22/00

APPROVED AS TO
LEGAL FORM

ATTORNEY FOR
TRITEL COMMUNICATIONS, INC.
5-17-00

ATTACHMENT 1

CONTACT LIST

STATE ESCALATION LIST

STATE 1-800-782-3955 Network Operation Center (NOC)

Tritel Communications Inc. Contact List for Escalation

<u>Name</u>	<u>Title</u>	<u>Location</u>	<u>Contact Number(s)</u>
<u>Tech on duty</u>	<u>Switch Tech</u>	<u>Nashville</u>	<u>615-744-8744</u>
<u>Jody Profitt</u>	<u>Net. Oper. Mgr</u>	<u>Nashville</u>	<u>615-744-8770</u>
<u>Danny Osborne</u>	<u>Tech Op Dir</u>	<u>Nashville</u>	<u>615-744-8750</u>
<u>Tech on duty</u>	<u>Switch Tech</u>	<u>Knoxville</u>	<u>865-824-2228(O)</u>
			<u>865-215-9074(P)</u>
<u>Ken Cookson</u>	<u>Net. Oper. Mgr</u>	<u>Knoxville</u>	<u>865-824-2210 Office</u>
			<u>865-607-2210 Cell</u>
			<u>865-545-9224 Pager</u>

SERVICE ATTACHMENT - TYPE 2A

Section 1 – Description

Citizens' interconnection location: Cookeville, TN
CKVLTNXA71T

Tritel Communications, Inc.
Point of Interconnection (POI): Cookeville, TN
CKVLTNXA3MD NPA 931 NXX 252

Carrier OCN: 4872

Legal Entities: Tritel Communications, Inc.
Citizens Telecommunications Company of Tennessee LLC

Effective Date: First Business Day After Joint Approval

Section 2 - Usage Sensitive Charges

2.1 Charges for Reciprocal Transport and Termination of Local Traffic Interchanged Between The Parties:

The rates in this Section 2 constitute compensation to the Parties for both the transport and termination of local telecommunications traffic, as defined in Section 51.701 of the FCC's Rules, interchanged between them.

2.2 Mobile-to-Land (Terminating) per minute* \$.012
Land-to-Mobile (Customer charges Citizens) per minute \$.012
Non-MTA** Access rates apply

*limited in application to calls originating on Carrier's system within its Service Area and terminating at a point in a Citizens' exchange area within the MTA

**applicable to mobile-to-land (terminating) calls terminating at a point in a Citizens' exchange area but which did not originate on Carrier's system within the Service Area

Section 3 - Network Facilities

If Citizens is requested to provide facilities between the Point of Interconnection in Cookeville and any Carrier facilities or locations within Carrier's Service Area, such facilities will be provided pursuant to the special access services provisions of Citizens' FCC No. 1 tariff, Section 7. When these facilities are used for two-way traffic the applicable tariffed recurring charge (if any) will be reduced by a percentage equal to the percentage of traffic, for calls originating on Citizens' network (Citizens' Originated Traffic Factor). Changes to this traffic factor will be in accordance with Section 4.1 of this Agreement.

Carrier Originated Traffic Factor	70%
Citizens Originated Traffic Factor	30%

Section 4 – Scope

The Parties agree that this Agreement is interim in nature and negotiations of issues currently under review within the court system will be renegotiated by the Parties after such issues are resolved.